

### **5J-17.053 Standards of Practice – Professional Matters in Surveying and Mapping.**

In order to safeguard the health, safety and welfare of the public and to maintain integrity and high standards of skill and practice in the surveying and mapping profession, the rules of professional conduct provided in this section shall be binding upon every licensee and on all firms which offer or perform surveying and mapping services in Florida. Licensees shall at all times be cognizant of the public that they serve and shall govern themselves accordingly in the following professional matters:

(1) Fair Dealing in Professional Relationships.

(a) Licensees shall act as faithful agents of their clients in all professional matters.

(b) Licensees, whether or not under oath, shall not be untruthful, deceptive, or misleading, including by omission, in any professional report, oral or written statement, or testimony.

1. A professional report, statement or testimony is false, fraudulent, deceptive or misleading if it: contains a material misrepresentation of fact; omits the statement of any material fact that is necessary to form a complete and accurate understanding of the communication; or is intended or is likely to create an unjustified expectation.

2. Examples of false, fraudulent, deceptive or misleading statements include: a statement that a licensee is a certified specialist in any area outside the licensee's field of expertise; a statement that the licensee's education or experience in surveying and mapping is greater than it actually is; a statement that the licensee's involvement with a surveying and mapping project will be greater than it is intended to be.

(c) The licensee shall not make, publish or cause to be made or published, any representation or statement concerning the professional qualifications of the licensee, or those of any partner, associate, firm or organization of the licensee, which is in any way misleading, or which tends to mislead the recipient thereof, or the public, concerning education, experience, specializations or other surveying and mapping qualifications.

(d) A licensee shall not, in the practice of surveying and mapping or in any professional dealings, make, publish, or cause to be made or published, any representation or statement about any competitor or any other licensee which the licensee knows or should know is false and which has or is intended to have the effect of injuring the reputation or business of such other licensee.

(e) A licensee shall not express a professional opinion that is factually insupportable or that is not based on accepted surveying and mapping principles, or that misrepresents data and/or its relative significance in any professional report, oral or written statement, or testimony.

(f) A licensee shall not violate any provisions of state or federal statutes requiring qualifications-based selection of professional surveying and mapping services; shall not knowingly aid or abet any other licensee in violating such statutes; shall not participate in a qualifications-based selection process that the licensee knows is not in compliance with federal or state statutes; and shall not respond to or solicit requests that the licensee knows are in violation of state or federal statutes.

(g) A licensee shall not knowingly permit the publication or use of the licensee's data, reports, maps, or other professional documents for unlawful purposes.

(h) Licensees may not use their surveying and mapping expertise or their professional surveying and mapping status to commit a crime.

(i) Licensees may not knowingly associate with or permit the use of their names in a business venture with any person or business entity which the licensee knows or should know is engaging in unlawful, fraudulent or dishonest business or professional practices.

(2) Conflicts of Interest: Licensees shall avoid any professional conflicts of interest.

(a) When conflicts cannot be avoided, licensees shall disclose to their employers and clients all known or potential conflicts of interest or other circumstances that could influence or appear to influence their professional judgment or the quality of their professional services provided.

(b) Unless the circumstances are fully disclosed and agreed to in writing by all interested parties, a licensee shall not accept compensation, financial or otherwise, from more than one party for services pertaining to the same project.

(c) Examples of professional conflicts of interest include, but are not limited to:

1. A government employee engaging in the private practice of surveying and mapping on a project over which that person, as a government employee, has approval authority.

2. A licensee soliciting or accepting a professional contract from a governmental body on which that licensee or a principal or officer of his/her business organization serves as a member.

3. A licensee, serving as a member, advisor, or employee of a governmental entity, who participates in its decision to contract

for professional services from a private business in which that licensee is a principal or employee.

(d) Licensees may not offer any bribe, commission or gift, either directly or indirectly, to obtain selection or preferment for surveying and mapping employment.

1. An example of prohibited activity under this subsection is a practice known as the “washout” survey, wherein a licensee agrees to accept payment for a surveying and mapping service only upon the contingency of a future event other than the completion of the survey and map.

2. The activity prohibited by this subsection does not pertain to the payment of a fee to a licensed employment agency for securing salaried employment as a surveyor and mapper.

(e) Licensees may not solicit or accept gifts or gratuities directly or indirectly from contractors, their agents or other parties dealing with the licensee’s client or employer in connection with work for which the licensee is responsible.

(3) Confidentiality: Whether or not a licensee and a client establish requirements of confidentiality contractually, the licensee shall safeguard and preserve the confidences and private information of the client and shall exercise reasonable care to prevent unauthorized disclosure or use thereof by the licensee’s employees and associates, except:

(a) When disclosure is made as a necessary part of performing the services for which the client is employing or engaging the licensee.

(b) When licensee has obtained the consent of the affected client or clients, employer or employers, current or former, but only after full disclosure to them;

(c) When required by law or court order;

(d) When necessary to establish legal proof of licensee’s relationship with such client or employer, current or former, in a court action to recover salaries, fees or other compensation due to the licensee as a result of the licensee’s employment or association with the client or employer, current or former;

(e) When necessary to defend the licensee or the licensee’s employees or associates in a legal action alleging wrongful conduct;

(f) When there is potential danger to the public’s safety and well being and disclosure is reasonably necessary to prevent harm to the public;

(g) When the disclosures were made to the Board regarding other licensees or unlicensed individuals who may have violated laws or rules relating to the practice of surveying and mapping;

(h) When the disclosures relate to illegal conduct.

(4) Use of Another Licensee’s Product.

(a) Work completed by one licensee (original licensee) cannot be adopted or reused by a different licensee (successor licensee), except under the following circumstances:

1. With written consent of the original licensee, or;

2. When the graphics or data depicted on the survey are attributed to the licensee that was in responsible charge of its production, or;

3. When the original licensee’s field notes, supporting documents and/or final product(s) are rightfully in the possession of the successor licensee.

(b) Use of another licensee’s work under any circumstances does not exempt the user from compliance with the survey requirements in chapter 5J-17, F.A.C.

(5) Retention of Work Products.

(a) For each survey produced, all licensees, except for those who do not have an ownership right to the work product, shall maintain for a minimum of six years from the date of creation at least one copy of all signed and sealed drawings, plans, specifications, plats, and reports as well as one copy of all related calculations and field notes. Additionally, the documented research of records and written notification regarding lack of insurance shall be retained for a minimum of six years from the date of creation. These records may be kept in hard copy or electronic or digital format. Licensees shall provide these records to the Department and Board upon request. The failure to do so shall constitute cause for discipline.

(b) Upon the discontinuance of the practice of surveying and mapping, licensees shall ensure the safe storage and reasonable accessibility to clients of all files and file materials for a period of six years. The failure to do so shall constitute cause for discipline.

(6) Signing and Sealing.

(a) Licensees shall sign, date and seal those final drawings, plans, specifications, plats or reports that have been prepared or issued by the licensee and conform to the Standards of Practice for professional surveyors and mappers as outlined in chapter 5J-17,

F.A.C.

(b) Licensees shall not affix their signatures or seals to any final drawings, plans, specifications, plats or reports not prepared under their responsible charge.

(c) Licensees shall not affix a signature and seal to any document depicting an area over which the licensee has insufficient knowledge, education, experience, or familiarity.

(d) A licensee who allows another person to forge a signature on a map or surveyor's report purported to be prepared under the supervision of the licensee is guilty of misconduct.

*Rulemaking Authority 472.006(5), 472.027 FS. Law Implemented 472.027, 472.033, 472.0337, 472.0351 FS. History—New 5-11-15, Amended 11-13-17, 7-15-18.*